

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

BAKKEN CONTRACTING, LLC, d/b/a
BC Contracting,

Plaintiff(s),

vs.

THE VENUE AT WERNER PARK, LLC,

Defendant/Third-Party Plaintiff,

vs.

WESTERN SURETY COMPANY,

Third-Party Defendant.

BAKKEN CONTRACTING, LLC, d/b/a
BC Contracting,

Third-Party Plaintiff,

vs.

SEAN NEGUS CONSTRUCTION, LLC; R2
PLUMBING, LLC; GRAND RAPIDS
POURED WALLS, INC., d/b/a Cherry Valley
Concrete; and MAHONEY FIRE SPRINKLER,
INC.,

Third-Party Defendants

GERSHMAN INVESTMENT CORP.,

Plaintiff in Interpleader,

vs.

BAKKEN CONTRACTING, LLC, d/b/a BC
CONTRACTING; THE VENUE AT WERNER
PARK, LLC; WESTERN SURETY
COMPANY; SEAN NEGUS
CONSTRUCTION, LLC; R2 PLUMBING,
LLC; GRAND RAPIDS POURED WALLS,
INC., d/b/a CHERRY VALLEY CONCRETE,
and MAHONEY FIRE SPRINKLER, INC.,

Defendants in Interpleader.

8:21CV269

**ORDER FOR ENTRY OF FINAL
JUDGMENT IN FAVOR OF SNC
PURSUANT TO THE COURT'S
AMENDED MEMORANDUM AND
ORDER REGARDING MOTIONS FOR
SUMMARY JUDGMENT**

AND

**ORDER ON STIPULATION FOR
DISMISSAL WITH PREJUDICE BY
BCC, THE VENUE, WESTERN, R2
PLUMBING, AND CHERRY VALLEY
CONCRETE**

This case is before the Court on the following matters: (1) the Motion for Entry of Final Judgment under Rule 54(b) as to the Order of Summary Judgment Dismissing All Claims Against Sean Negus Construction, LLC, filed by Sean Negus Construction, LLC (SNC). [Filing 225](#); (2) the Stipulation for Satisfaction of Judgment by and between Bakken Contracting, LLC, d/b/a BC Contracting (BCC), Western Surety Company (Western), and SNC. [Filing 235](#); and (3) the Stipulation for Dismissal with Prejudice by BCC, The Venue, Western, R2 Plumbing, and Cherry Valley Concrete. [Filing 243](#).

Although no party has opposed SNC's Motion for Entry of Final Judgment under Rule 54(b), [Filing 225](#), the Court concludes that that the latter two filings listed above render moot SNC's Motion for Entry of Final Judgment under Rule 54(b). Instead, final judgment can be entered in SNC's favor pursuant to the Court's Amended Memorandum and Order Regarding Motions for Summary Judgment, [Filing 196](#), the Stipulation of Satisfaction of Judgment, [Filing 235](#), and the Satisfaction of Judgment, [Filing 240](#). In the Stipulation for Satisfaction of Judgment, BCC, Western, and SNC agreed that the amount of SNC's judgment, including the attorney's fees and interest set out in the Court's Memorandum and Order Regarding SNC's Motion for Attorney Fees and Interest, [Filing 230](#), and the part of SNC's Motion for Entry of Final Judgment seeking taxable costs, [Filing 225](#), totals \$75,763.80. [Filing 235 at 2](#). BCC, Western, and SNC agreed further to the terms and timing of the payment of such sums and that SNC would file with the Court an appropriate Satisfaction of Judgment upon receipt of those payments. [Filing 235 at 2](#). SNC has filed the required Satisfaction of Judgment. [Filing 240](#).

In the Stipulation for Dismissal with Prejudice by BCC, The Venue, Western, R2 Plumbing, and Cherry Valley Concrete, [Filing 243](#), those parties stipulate that as a result of a settlement reached between those parties, each of the parties' claims in this matter, to include those outlined in BCC's Complaint, [Filing 1](#); The Venue's Counterclaim, [Filing 8](#); The Venue's Third-Party Complaint, [Filing 10](#); BCC's Third-Party Complaint, [Filing 45](#); and R2 Plumbing's

Counterclaim and Cross Claim, [Filing 59](#), should be dismissed with prejudice to the filing of new actions, with each party to bear its own fees and costs.

In view of the foregoing, there are now no unresolved claims by and between any of the parties to this litigation. Accordingly,

IT IS ORDERED that

1. SNC's Motion for Entry of Final Judgment under Rule 54(b), [Filing 225](#), is denied as moot; and

2. the Stipulation for Satisfaction of Judgment by and between BCC, Western, and SNC, [Filing 235](#), is accepted, and Judgment shall enter in favor of SNC pursuant to the Court's Amended Memorandum and Order, [Filing 196](#), the Stipulation of Satisfaction of Judgment, [Filing 235](#), and the Satisfaction of Judgment, [Filing 240](#).

IT IS FURTHER ORDERED that

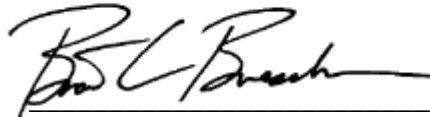
1. the Stipulation for Dismissal with Prejudice by BCC, The Venue, Western, R2 Plumbing, and Cherry Valley Concrete, [Filing 243](#), is accepted; and

2. each of the claims of BCC, The Venue, Western, R2 Plumbing, and Cherry Valley Concrete in this matter, including those outlined in BCC's Complaint, [Filing 1](#); The Venue's Counterclaim, [Filing 8](#); The Venue's Third-Party Complaint, [Filing 10](#); BCC's Third-Party Complaint, [Filing 45](#); and R2 Plumbing's Counterclaim and Cross Claim, [Filing 59](#), are dismissed with prejudice to the filing of new actions, with each party to bear its own fees and costs.

Upon the entry of the Judgment specified above, the Clerk of Court shall close the case.

Dated this 12th day of November, 2024.

BY THE COURT:

A handwritten signature in black ink, appearing to read "B.C. Buescher", is written over a horizontal line.

Brian C. Buescher
United States District Judge